

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406144

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GRAFTECH INTERNATIONAL HOLDINGS INC.		09/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GRAFTECH ADVANCED GRAPHITE MATERIALS LLC		
<b>Street Address:</b>	6100 Oak Tree Boulevard		
<b>Internal Address:</b>	Suite 300 Park Center I		
<b>City:</b>	Independence		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44131		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3185274	GRAFOAM	
<b>Registration Number:</b>	2598623	GRAFBOARD	
<b>Registration Number:</b>	1727628	SMART RAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033026615		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	203.302.4085		
<b>Email:</b>	ctip@withersworldwide.com		
<b>Correspondent Name:</b>	Alan Gardner		
<b>Address Line 1:</b>	1700 East Putnam Ave.		
<b>Address Line 2:</b>	Suite 400, IP Group		
<b>Address Line 4:</b>	Greenwich, CONNECTICUT 06870		
<b>NAME OF SUBMITTER:</b>	Alan D. Gardner		
<b>SIGNATURE:</b>	/Alan D. Gardner/		
<b>DATE SIGNED:</b>	11/21/2016		
<b>Total Attachments: 4</b>			

CH \$90.00 3185274

source=GAGMTM Assignment Agreement signed version#page1.tif  
source=GAGMTM Assignment Agreement signed version#page2.tif  
source=GAGMTM Assignment Agreement signed version#page3.tif  
source=GAGMTM Assignment Agreement signed version#page4.tif

**EXECUTION COPY**

**TRADEMARK ASSIGNMENT**  
**(REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS)**

(GAGM)

**TRADEMARK ASSIGNMENT** (this "Assignment"), effective as of September 30, 2016 (the "Effective Date"), by and between **GRAFTECH INTERNATIONAL HOLDINGS INC.**, a Delaware corporation ("Transferor")<sup>1</sup>, and **GRAFTECH ADVANCED GRAPHITE MATERIALS LLC**, a Delaware limited liability company ("Transferee").

**WITNESSETH:**

**WHEREAS**, Transferor and Transferee have entered into a Transfer Agreement, dated as of September 29, 2016 (the "Transfer Agreement"), pursuant to which, among other things, Transferor has agreed to assign all of its rights, title and interests in, and Transferee has agreed to assume all of Transferor's duties and obligations under, the Business Trademarks, including those Business Trademarks listed in Schedule A attached hereto.

**NOW, THEREFORE**, in consideration of the premises, representations and warranties and the mutual covenants and set forth herein and other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings set forth in the Transfer Agreement.
2. Assignment and Assumption. Transferor hereby contributes, assigns, grants, conveys and transfers to Transferee, and Transferee hereby accepts and assumes from Transferor, all of Transferor's right, title and interest, in and to the Business Trademarks (including those Business Trademarks listed in Schedule A attached hereto), together with all goodwill associated therewith. Transferee hereby accepts such assignment relating to the Business Trademarks and assumes all of Transferor's duties and obligations under the Business Trademarks and agrees to pay, perform and discharge all of the obligations of Transferor under the Business Trademarks. As of the Effective Date, Transferee assumes full responsibility for and Transferor is relieved of all future obligations relating to the Business Trademarks, including without limitation all costs, taxes, fees, expenses, including legal fees, and responsibilities and obligations in all jurisdictions relating to, concerning or arising from (i) the transfer, use, ownership or maintenance of the Business Trademarks by Transferee, (ii) any claim or action against Transferor or Transferee relating to or arising out of its ownership, maintenance or use of any of the Business Trademarks, (iii) the preparation, filing and recording of any assignments or

---

<sup>1</sup> GrafTech International Holdings Inc., formerly known as UCAR Carbon Company Inc., of which Advanced Energy Technology Inc., formerly known as GRAFTECH Inc., was merged into UCAR Carbon Company Inc. simultaneously with the name change to GrafTech International Holdings Inc. that became effective September 30, 2007.

transfer documents for any of the Business Trademarks, (iv) maintaining, defending, enforcing and litigating any rights in or to the Business Trademarks and (v) registering, renewing or maintaining any trademark registrations for the Business Trademarks.

3. Terms of the Assignment. The terms of the Transfer Agreement, including, but not limited to, the representations, warranties, conditions, restrictions, limitations, covenants, agreements and indemnities, relating to the Business Trademarks are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

4. Effectiveness of Assignment. Notwithstanding anything contained herein to the contrary and consistent with Section 2.5 of the Transfer Agreement, to the extent that any of the Business Trademarks is not capable of being assigned at the Closing due to an obstacle to assignment, this Assignment shall not constitute an assignment, contribution, grant, conveyance or transfer of any such Business Trademark until such obstacle has been removed. Section 2.5 of the Transfer Agreement shall govern the manner in which the parties hereto shall resolve all such obstacles and the manner in which the parties hereto shall cooperate if such obstacles shall not have been resolved as of the Closing.

5. Governing Law. THE VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT OF THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES OR RULES.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Assignment shall become effective and be deemed to have been executed and delivered by both parties hereto at such time as counterparts shall have been executed and delivered by each of the parties hereto, regardless of whether each of the parties has executed the same counterpart. It shall not be necessary when making proof of this Assignment to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of both parties. Delivery of a counterpart of this Assignment by facsimile or PDF shall be as effective as delivery of an original.

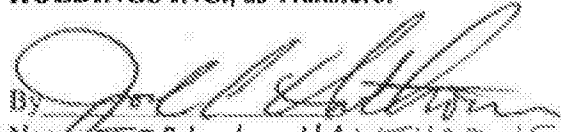
7. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[remainder of page intentionally left blank]

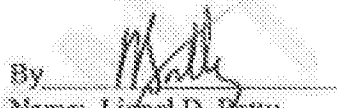
Trademark Assignment  
(GAGM - AGM/RS)  
September 30, 2016

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the date first above written.

GRAFTECH INTERNATIONAL  
HOLDINGS INC., as Transferor

By:   
Name: JOEL L. HANTHORNE  
Title: PRESIDENT

GRAFTECH ADVANCED  
GRAPHITE MATERIALS LLC,  
as Transferee

By:   
Name: Lionel D. Dasty  
Title: President

[GAGM TRADEMARK ASSIGNMENT - SIGNATURE PAGE]

**SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT**

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Business Unit</u>
Grafoam*	19-Dec-2006	3185274*	Advanced Graphite Materials (" <u>AGM</u> ")
Grafboard*	23-Jul-2002	2598623*	AGM
Smart Ram	27-Oct-1992	1727628	Refractory Services

\* Assigned solely for the products for which used as of the date of transfer, and not for use in other variations or derivations of the name or mark "GRAF".